



WITHNELL DODGE
2650 Commercial St. S.E.
Salem, Oregon 97302
(503) 364-0184

DEAL# 514304

Withnell
MOTOR COMPANY

WITHNELL
CERTIFIED
Pre-Owned Vehicles



WITHNELL HYUNDAI
1996 Mission St. S.E.
Salem, Oregon 97302
(503) 375-0312

PURCHASER'S NAME CAROL G BENDEL
PURCHASER'S ADDRESS 1556 PARK AVE NE
CITY, STATE & ZIP SALEM OR 97301

DATE 05/25/2012
RESIDENCE PHONE (503) 409-6259
BUSINESS PHONE _____

VEHICLE BEING PURCHASED				WITHNELL DELIVERED PRICE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING <input type="checkbox"/> NEW <input type="checkbox"/> CAR <input type="checkbox"/> USED <input type="checkbox"/> TRUCK YEAR <u>2012</u> MAKE <u>HYUNDAI</u> MODEL <u>SANTA FE</u> BODY TYPE _____ COLOR <u>WHITE</u> TRIM _____ LIC. PLATE _____ MILES <u>172</u> VEHICLE IDENTIFICATION NUMBER (V.I.N.) <u>5X1ZG4B3L6097574</u> TO BE DELIVERED ON OR ABOUT <u>05/25/2012</u> SALESPERSON(S) <u>BAILEY, CRYSTAL</u>				<u>\$31,824.00</u> HYUNDAI S.C 10YR/100K <u>\$3,497.00</u> HYUNDAI CARE CARE MAINT <u>\$899.00</u>	
USED VEHICLE(S) TRADED-IN AND/OR OTHER CREDITS (TRADE #1) YEAR <u>2010</u> MAKE <u>HYUNDAI</u> MODEL <u>ELANTRA</u> TRADE #1 STOCK NO. <u>2L1525A</u> BODY TYPE <u>SEDAN</u> COLOR <u>WHITE</u> TRIM <u>783CUV</u> LIC. PLATE _____ MILES <u>18042</u> VEHICLE IDENTIFICATION NUMBER (V.I.N.) <u>KMHDDU4AD8AU168747</u> (TRADE #2) YEAR _____ MAKE _____ MODEL _____ TRADE #2 STOCK NO. _____ BODY TYPE _____ COLOR _____ TRIM _____ LIC. PLATE _____ MILES _____ VEHICLE IDENTIFICATION NUMBER (V.I.N.) _____				THIS AGREEMENT SIGNED BY BOTH PARTIES AND SO INITIALED BY BOTH PARTIES IN THE MARGIN OPPOSITE THIS PARAGRAPH CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY SELLER'S AGENT THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN NO FORCE OR EFFECT. INIT <u>X</u> <u>CB</u> THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. INIT <u>X</u> <u>CB</u>	
TRADE-IN(S) ALLOWANCE AND PAYOFF BALANCE(S) Purchaser agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Purchaser holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Purchaser agrees to pay any lost title replacement fees. Subject to the terms set forth on the back of this Agreement, the Purchaser accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Purchaser's down payment. If the payoff balance (amount owing) exceeds the amount shown below, Purchaser shall pay the deficiency in cash on demand. TRADE #1 PAYOFF OWED TO: <u>GM</u> AMT. \$ <u>23597.96</u> CUST INITIALS <u>CB</u> TRADE #2 PAYOFF OWED TO: _____ AMT. \$ <u>ZERO</u> CUST INITIALS <u>CB</u>				CASH PRICE OF VEHICLE \$ <u>36220.00</u> TITLE & REGISTRATION PROCESSING FEE \$ <u>75.00</u> License, License Transfer, Title, Registration Fee <u>25.00</u> TOTAL PRICE OF UNIT \$ <u>36403.00</u>	
USED TRADE IN #1 ALLOWANCE \$ <u>18033.00</u> USED TRADE IN #2 ALLOWANCE \$ <u>N/A</u> BALANCE OWED OR TRADE IN #1 \$ <u>23597.96</u> BALANCE OWED OR TRADE IN #2 \$ <u>N/A</u> TOTAL NET ALLOWANCE ON USED TRADE-IN(S) \$ <u>-5564.96</u> OTHER CREDIT BALANCE <u>CUSTOMER 37 ASSIGNS REBATE AS DMV</u> <u>1750.00</u> CASH WITH ORDER <u>CD</u> <u>3814.00</u> TOTAL CREDIT (TRANSFER TO RIGHT COLUMN) \$ <u>-0.96</u>				TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN) \$ <u>-0.96</u> UNPAID CASH BALANCE DUE ON DELIVERY <u>36403.96</u> Federal regulations require the odometer mileage to be stated upon transfer of ownership. An inaccurate statement may make the transferor liable for damages to the transferee, pursuant to section 409(a) of the Motor Vehicle Information and Cost Savings Act. of 1972 Public Law 92-513.	
DISCLOSURE FOR CASH PURCHASES ONLY Oregon law and administrative rules permit the Dealer to act as a DMV agent and to complete and process the ownership and registration forms required by DMV. For providing this service, the Dealer is permitted to charge a \$75 fee. This is not a government fee or a fee required by law in the event of a cash sale. Purchaser has the option to complete the DMV paperwork on their own by declining the dealer-provided service and processing fee, except any Trip Permit fees. ACCEPTS X _____ DECLINES X _____					
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY CLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS-IS" NOT EXPRESSLY WARRANTED OR GUARANTEED. IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.					
PURCHASER'S SIGNATURE <u>Carol G. Bengel</u> DATE <u>05/25/2012</u> PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: <u>WITHNELL MOTOR COMPANY</u> PER _____ (NAME AND TITLE)					

RETAIL ORDER FOR A MOTOR VEHICLE

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance thereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice, in the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserved the right to change the cash delivered price of such motor vehicle to Purchasers accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such appraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same on any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order included reimbursement for Federal Exercise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order regardless of which party may have primary tax liability therefor.

8. **FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED," AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED; INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OR USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on front of this Order.